

**INTERLOCAL AGREEMENT FOR THE LEON COUNTY  
JUSTICE INFORMATION SYSTEM AND JUSTICE DATA WAREHOUSE (JIS AND JDW)**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between LEON COUNTY, a Charter County and political subdivision of the State of Florida (hereinafter "COUNTY"), and \_\_\_\_\_ (hereinafter "AGENCY").

**WITNESSETH:**

WHEREAS, The Justice Information System through a Justice Information System/Justice Data Warehouse (hereinafter "JIS/JDW") and associated applications are a proposed technological tool for use in the justice community ;

WHEREAS, the COUNTY and the AGENCY recognize that sharing justice information across jurisdictional boundaries within Leon County and the Second Judicial Circuit of Florida is essential for effective justice data analysis, case tracking/management, and historical justice data;

WHEREAS, the COUNTY, through its Management Information Services (hereinafter "MIS"), is willing to coordinate input and access to data sharing through the JIS/JDW justice data warehouse;

WHEREAS, the COUNTY and the AGENCY agree to participate collectively to establish the relative responsibilities and obligations of each party as to information management, data sharing and access, as well as ensure fair representation of all participating parties through the establishment of a governance body as defined in Exhibit "A" of this Interlocal Agreement. The governance body shall be the Criminal Justice Coordinating Council (hereinafter "CJCC") ; and

WHEREAS both the COUNTY and the AGENCY have the authority to enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained it is agreed by and between the parties hereto as follows:

6. **Availability of Funding**

This Agreement is specifically subject to budgetary appropriation. In the event sufficient budgeted funds are not available for either party for a new fiscal period, the affected party shall notify the other of such occurrence within ninety (90) days before the last day of the current fiscal year of that party. This Agreement shall thereafter terminate on the last day of the then current fiscal period of said party without penalty or further expense to either party.

7. **Indemnification**

- A. Subject to Section 768.28, Florida, Statutes, each party agrees to indemnify each other to the fullest extent allowed by law, and each party shall be responsible for its own acts and omissions, or both, in the performance of this Agreement.
- B. COUNTY bears no responsibility and shall not be subject to any liability whatsoever, regarding any information that is encompassed within the JIS/JDW.

8. **Governing Law**

The laws of the State of Florida shall govern this Agreement

9. **Independent Status of the Parties**

The parties agree that neither is an agent, employee, partner, nor joint venture of the other. Each party acknowledges that it is responsible for complying with all federal and state laws and local ordinances.

10. **Severability**

The terms and conditions of the agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force, unless the particular clause, term, or condition held to be illegal or void renders the balance of this Agreement impossible to perform.

11. **Contract Administration**

- A. The contact person for the COUNTY shall be:

JIS Coordinator/Liaison or Designee  
Leon County Board of County Commissioners (BCC)  
301 S. Monroe St.  
Tallahassee, Florida 32301

- B. The contact person for the AGENCY shall be the AGENCY Head or a member designated by the AGENCY Head.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

**INTERLOCAL AGREEMENT FOR THE LEON COUNTY  
(JIS AND JDW) JUSTICE INFORMATION SYSTEM AND JUSTICE DATA WAREHOUSE**

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

ATTEST:

AGENCY

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Title: \_\_\_\_\_